

AMENDMENT NO. 2

LEASE AGREEMENT

CITY OF MIAMI
and
GENERAL SERVICES ADMINISTRATION
of the
UNITED STATES OF AMERICA

THIS AMENDMENT NO. 2, made this 25th day of NOVEMBER 1991, to a lease agreement dated October 22, 1987, as amended, by and between the City of Miami, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" or "LESSOR," and the United States of America, acting by and through the General Services Administration, its agency, in accord with 40 U.S.C. 751 et. seq., 40 U.S.C. 490(h) and Public Law 99-591, hereinafter referred to as "GOVERNMENT" or "LESSEE."

WITNESSETH:

WHEREAS, on July 23, 1987, the City Commission adopted Resolution No. 87-746 authorizing the City Manager to execute a lease agreement between the U.S. General Services Administration and the City of Miami setting forth the terms and conditions for the City to construct and lease to the United States an approximately 250,000 occupiable sq.ft. building to house the U.S. Attorney's Office and other U.S. Law Enforcement Agencies in Miami to be located on City-owned property between N.E. 4th Street, N.E. 5th Street, N.E. 1st Avenue and N. Miami Avenue, for

a period not to exceed thirty years with renewal options by the U.S. General Services Administration; and

WHEREAS, the City Manager executed a Lease Agreement with the U.S. General Services Administration on October 22, 1987; and

WHEREAS, on October 6, 1988, the City Commission adopted Resolution No. 88-909 authorizing the City Manager to execute Amendment No. 1 to said Lease Agreement for the purpose of extending the building permit issuance date; and

WHEREAS, the City Manager executed Amendment No. 1 to the Lease Agreement on June 23, 1989; and

WHEREAS, under the terms of the Lease Agreement executed October 22, 1987, as amended June 23, 1989, the Government is required to commence payment of annual rental on or prior to January 1, 1992, whether or not the Government has taken occupancy of the building; and

WHEREAS, various defined terms within the Lease Agreement as specified in Section 1. herein including the commencement date are inconsistent and require revision; and

WHEREAS, the City and the Government desire to amend the terms of the Lease;

NOW, THEREFORE, THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

SECTION I. DEFINITIONS

The definition of the term Commencement Date is hereby amended in its entirety to read as follows:

The effective date upon which the initial thirty-year term of this Lease shall commence is the date upon which the GOVERNMENT commences to make payments to the CITY of the Annual Rental, which payments shall commence no later than January 1, 1992.

The definition of the term Project Land is hereby amended in its entirety to read as follows:

The Project Land is located in Miami, Florida and is comprised of Lots 1, 2, pt. 3, 17, 18, 19, and 20 of Block 78 N, located between Northeast 4th and 5th Streets and Northeast 1st Avenue and Miami Avenue, more particularly described in Exhibit "A" as attached and incorporated herein by reference.

SECTION III. RENT

Subsection 3.4 Unconditional Obligation is hereby inserted to read as follows:

The obligation of the GOVERNMENT to pay the Annual Rental and Additional Rental and all other amounts payable hereunder is unconditional and absolute, and shall not be suspended, discontinued or terminated, except as otherwise herein expressly provided, for any reason or cause, including, without limitation, any delay or failure of the Building to be completed, operating or operable; any defect in the title, quality, condition, design, operation or fitness for use of, or any damage to, or loss of, or loss of

use of, or destruction or theft of all or any part of the Building from any cause whatsoever; any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, any abatement, suspension, deferment, reduction, setoff, defense, counterclaim or recoupment whatsoever, or any right to any claim thereof that the GOVERNMENT may now or hereafter have against the CITY; any interruption or prohibition of the use or possession by the GOVERNMENT of, or any ouster or dispossession by paramount title or otherwise of the GOVERNMENT from, all or any part of the Building; any delay in completion of the Building or any portion thereof; the invalidity or unenforceability or disaffirmance, in whole or in part, of this Lease, or any failure, omission, delay or inability of the CITY to perform any of its obligations contained in this Lease; or any other circumstance, happening or event whatsoever, whether foreseeable or unforeseeable, and whether similar or dissimilar to the foregoing, it being the intention of the parties hereto that all amounts payable by the GOVERNMENT in respect of this Lease shall continue to be payable in all events in the manner and at the times herein provided.

SECTION VII. STEP 3 - PROJECT DEVELOPMENT

Subsection 7.3 Changes in the Work, second paragraph, is hereby amended in its entirety to read as follows:

The CITY and the GOVERNMENT anticipate that the GOVERNMENT will request change orders with respect to the construction of the Building during the period of construction. It is hereby agreed that the GOVERNMENT will be responsible for all cost increases resulting from such change orders and that the GOVERNMENT will provide, upon submission of such a change order, the necessary moneys to pay for the increased costs resulting therefrom. So long as the GOVERNMENT provides the funds necessary to pay for such increased costs upon acceptance of the change order work by the GOVERNMENT, no amendment to this Lease in connection therewith shall be necessary.

Subsection 7.4 Construction Completion Date is hereby amended in its entirety to read as follows:

Subject to the force majeure provision contained in this Agreement, construction shall be completed within thirty-four (34) months after the date the Developer and/or Contractor have contracted with the CITY to build the Project.

Subsection 7.5 Special Requirements, paragraph (c), is hereby amended in its entirety to read as follows:

A building permit for the Building shall be issued within nine (9) months from the date the Developer and/or Contractor have contracted with the CITY to build the Project.

SECTION X. - GENERAL PROVISIONS

Subsection 10.10 Assignment and Subleasing is hereby amended by adding the following sentence at the end of the paragraph:

Notwithstanding the foregoing, it is hereby acknowledged by the Parties hereto that no renegotiation of the terms of the Lease as contemplated by this Section 10.10 may reduce the Annual Rentals paid by the GOVERNMENT below the amount required to pay when due all debt service in connection with the Bonds issued by the CITY to finance the acquisition and construction of the Building.

SECTION XII. - AMENDMENTS

Subsection 12.3 Notice of Amendments is hereby inserted to read as follows:

The CITY and the GOVERNMENT shall provide prior written notice to Moody's Investors Service, Inc. and Standard & Poor's Corporation of any amendment to this Lease.

It is further understood that all conditions outlined under the original Agreement dated October 22, 1987, as amended, shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officials thereunto duly authorized this day and year first above written.

WITNESSES:

(b) (6)

(b) (6)

GENERAL SERVICES ADMINISTRATION

(b) (6)

By:

Michael E. Roper
Contracting Officer

Date Executed: 11/19/91

CITY OF MIAMI, A MUNICIPAL
CORPORATION OF THE STATE OF
FLORIDA (b) (6)

ATT (b) (6)

By:

Cesar H. Odio
City Manager

Date Executed: 11/25/91

Matty Hirai
City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

(b) (6)

M. Quinn Jones, III
City Attorney

) SS:

COUNTY OF FULTON

BEFORE ME personally appeared Michael E. Roper, Contracting Officer for the United States of America, and acknowledges the foregoing for the purposes herein described this 19th day of November, 1991.



My Commission Expires:

6-15-92

(b) (6)

~~Notary Public~~
State of Georgia

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 and 2 inclusive, a portion of Lot 3, and Lots 17 through 20 inclusive, Block 78N, A.L. KNOWLTON'S MAP OF MIAMI, according to the plat thereof as recorded in Plat Book B at Page 41 of the Public Records of Dade County, Florida. Less and except the following:

The East 10.00 feet of said Lot 1;
The North 36.00 feet of said Lots 1 and 2;
Begin at the NW corner of said Lot 3, South 29.50 feet;
East 50.36 feet; North 36.00 feet; West along the
southerly right-of-way line of NE 5th Street for 49.95
feet to POB, less North 10.00 feet of said Lot 3.

Said lands subject to easements and dedications of Right of Way for the Downtown Component of Metrorail. Said lands lying and being in the City of Miami, Florida.

City of Miami

HERBERT J. BAILEY
Assistant City Manager



CESAR H. ODIO
City Manager

February 10, 1992

Moody's Investors Service, Inc.
99 Church Street
New York, NY 10007

RE: City of Miami, Florida,
Rental Revenue Bonds,
Series 1988 (the "Bonds")

Gentlemen:

The City of Miami, Florida (the "City") issued the above-referenced Bonds on July 17, 1989, to finance the construction of an office building (the "Project"). The Bonds are secured primarily by revenues received by the City from the leasing of the Project under the terms of a Lease Agreement between the City and the United States of America, acting by and through the General Services Administration (the "Government"), dated October 22, 1987, as amended by Amendment No. 1, dated June 23, 1989, and by Amendment No. 2, dated November 25, 1991, between the City and the Government, and as clarified by the Consent and Approval dated June 28, 1989, between the City and the Government (the "Consent"). Under the terms of the Consent, the City is obligated to notify you in advance of any proposed amendments to the Lease.

It is the current intention of the City and the Government to enter into an amendment to the Lease in the form of Amendment No. 3. The purpose of this amendment is to identify the Federal Financing Bank as the Government's source of the additional funds needed to complete the construction of said Project. Under the terms of the Lease, the Government is solely responsible for Project costs in excess of \$30,000,000. The Government has determined that additional Bonds will not be used to fund the excess Project costs.

Moody's Investors Service, Inc.
February 10, 1992
Page Two

If you have any questions whatsoever regarding the proposed amendment, please do not hesitate to contact the undersigned. Thank you for your cooperation.

Sincerely,

(b) (6)

Herbert J. Bailey
Assistant City Manager

HJB/arw

✓cc: Michael E. Roper, U.S. GSA

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[Redacted]

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[Redacted]

GENERAL SERVICES ADMINISTRATION

(b) (6)

[Redacted]

By:

Michael E. Roper
Contracting Officer

Date Executed:

11/19/91

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FLORIDA (b) (6)

[Redacted]

By:

Cesar H. Odio
City Manager

Date Executed:

11/25/91

ATT

(b) (6)

[Redacted]

Matty Hirai
City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

(b) (6)

[Redacted]

X. Quinn Jones, III
City Attorney

STATE OF GEORGIA)

) SS:

COUNTY OF FULTON

BEFORE ME personally appeared Michael E. Roper, Contracting Officer for the United States of America, and acknowledges the foregoing for the purposes herein described this 19th day of

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Notary Public
State of Georgia

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